

DELAWARE OFFICE OF HIGHWAY SAFETY APPLICATION FOR HIGHWAY SAFETY PROJECT GRANT		Project Number (FOR O.H.S. USE ONLY)	
PART I		READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM Rev. 3/04	
1. Project:		2. Duration of Project From: 10/1/04 To: 9/30/05	
3a. Agency Name:		3c. Governmental Unit Type (Check One) <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City or Town <input type="checkbox"/> Other	
3b. Agency Address:			
4. Acceptance of Conditions: It is understood and agreed by the undersigned that any funds received as a result of the approval of this application are subject to all State and Federal Governmental Regulations set forth in Schedule C. It is agreed that this project does or will constitute an official part of the Highway Safety Program of the State of Delaware and that this project will meet all requirements and administrative regulations of the National Highway Traffic Safety Administration and the Federal Highway Administration. It is also understood that funding for approved projects is based on allocation of funds from the National Highway Traffic Safety Administration.			
5. Project Director			
(a) Name		(b) Title	
(d) Signature:		e) Date: (M/d/yyyy)	
6. Authorizing Official			
(a) Name		(b) Title	
(d) Signature:		e) Date: (M/d/yyyy)	
Part II (For O.H.S. Use Only)			
		Grant Funds - New Funds <input type="checkbox"/> Carry-Over <input type="checkbox"/> Grant Type - 402 <input type="checkbox"/> Other _____ <input type="checkbox"/>	
1. APPROVAL DATE		2. FEDERAL FUNDS OBLIGATED BY AGREEMENT	

3. SIGNATURE	4. TITLE
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SCHEDULE A
PROJECT DESCRIPTION

Items 1-9 must be completed in full.

1(a). Project Title:	1(b). Project Director:
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2. Statement of Highway Safety Problem: (must be specific and related to Highway Safety priority areas)
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3. Project Goals: (must be clear, realistic and measurable)
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4. Problem Solution Narrative:

5. Public Information and Education Efforts:

6. Plans for Evaluation of Efforts:
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7. Training Requirements:

8. Task to be completed Example: Task – Train 30 persons	Goals to be impacted by the task Goals – Increase trained personnel from 30 to 60	Time Frames to complete the task Timeframes – October 2000 thru December 2000

9 (a). **Self-Sufficiency Plan:**

(b). ***Itemized In-Kind Matching Plan:***

Schedule B

Agency Name:

Project Number:

Project Name:

	Personal Services: (Enforcement and Other Salaries)	Training and Contractual Services:	Supplies and Materials:	Equipment and Capital Outlay:
Occupant Protection				
Impaired Driving				
Aggressive Driving				
Traffic Records				
Pedestrian Safety				
Other				

TOTALS:				
<u>TOTAL GRANT REQUEST:</u>				
Project Director Signature:			Date: (M/d/yyyy)	

Schedule B, Part 2

Please itemize your funding requests from the Schedule B.

- I. Priority Areas
 - A. Occupant Protection
 - 1. Personal Services:
 - 2. Trng. & Contractual:
 - 3. Supplies and Materials:
 - 4. Equipment:
 - B. Impaired Driving
 - 1. Personal Services:
 - 2. Trng. & Contractual:
 - 3. Supplies and Materials:
 - 4. Equipment:
 - C. Aggressive Driving
 - 1. Personal Services:
 - 2. Trng. & Contractual:
 - 3. Supplies and Materials:
 - 4. Equipment:
 - D. Traffic Records
 - 1. Personal Services:
 - 2. Trng. & Contractual:
 - 3. Supplies and Materials:
 - 4. Equipment:
 - E. Pedestrian Safety
 - 1. Personal Services:
 - 2. Trng. & Contractual:

3. Supplies and Materials:
 4. Equipment:
- F. Other
1. Personal Services:
 2. Trng. & Contractual:
 3. Supplies and Materials:
 4. Equipment:

SCHEDULE C

AGREEMENT OF UNDERSTANDING & COMPLIANCE

The **NAMED AGENCY**, through its **NAMED OFFICIAL**, does hereby agree to comply with any terms and/or conditions set forth in Chapter 4 of Title 23, United States Code, or any of the terms or conditions set forth, and with any rules, regulations, policies or procedures issued pursuant thereto, as well as other state and/or Federal laws and requirements.

This agreement, obligates the reimbursement of Federal funds incurred only after the Notice of Authorization to Proceed, properly signed, has been received by the Applicant Agency.

The **NAMED AGENCY** further stipulates that, as a condition to receiving the Federal funds obligated by this agreement, it does accept and will comply with any and all provisions as set forth as follows:

WHEREAS, the Highway Safety Act of 1966 provides that Federal funds be made available to the state of Delaware for approved Highway Safety Projects, and

WHEREAS, the State of Delaware may make said funds available to its county and municipal governments, political subdivision, or State agencies, upon proper application and approval by the State of Delaware, the National Highway Traffic Safety Administration, and Federal Highway Administration, and

WHEREAS, the State of Delaware is obligated to reimburse to the Federal Government out of its funds any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received, and

WHEREAS, the **NAMED APPLICANT** must comply with any and all State and/or Federal requirements to be eligible for Federal funds for use in an approved Highway Safety Project, and

WHEREAS, the **NAMED APPLICANT** has submitted an application to receive Federal funds for use on a Highway Safety Project,

Now, therefore, in consideration of mutual promises and other valuable conditions, the parties do agree as follows:

I. Reimbursement of Eligible Expenditures

A. It is mutually agreed and promised that, upon written application by the **APPLICANT** and approval by the **STATE**, the **STATE** shall obligate said **FEDERAL** funds for reimbursement to the **APPLICANT** for eligible expenditures as set forth and approved in the application.

B. It is mutually agreed and promised that, the **APPLICANT** will reimburse the **STATE** for any ineligible or unauthorized expenditures for which **FEDERAL** funds have been claimed and received as determined by the State or Federal audit.

C. It is further agreed that, when according to the application, reimbursement is made to the **APPLICANT** in installments, the **STATE** shall have the right to withhold the final installment until such time as a **STATE** and/or **FEDERAL** audit is completed and all claimed expenditures found valid.

D. Upon completion of the **STATE** audit, the **APPLICANT** further agrees that any ineligible or unauthorized expenditures that should be found will be deducted by the **STATE** from the final installment.

II. Property Agreement

A. It is mutually agreed that any and all property or equipment purchased under the terms of the application, when purchased, will be fully described in writing and forwarded monthly to the **STATE**.

B. It is also agreed that without express written approval of the **STATE**, no property or equipment purchased under the terms of the application by the **APPLICANT** will be conveyed, sold, salvaged, transferred, or disposed of in any other manner.

C. It is mutually agreed and promised that the **APPLICANT** will maintain or cause to be maintained for its useful life, any equipment purchased under this project.

D. It is mutually agreed and promised that when the **APPLICANT** is acquiring replacement equipment, the **APPLICANT** may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

III. Equal Opportunity

A. It is mutually agreed and promised that pursuant to the requirement of Section 22(a) of the Federal-Aid Highway Act of 1968, the **APPLICANT**, as a condition to receiving approval of the application for Federal Aid as granted by the Highway Safety Act of 1966, hereby gives it assurance that employment in connection with this approved project for Highway Safety will be provided without regard to race, color, creed, sex or national origin.

B. The **APPLICANT** further agrees that, as a condition to receiving approval of its application, it will be subject to and will comply with Title VI of the Civil Rights Act of 1964, to the end that no person shall, on the grounds of race, color, creed, sex, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subject to any discrimination under this Highway Safety program or project.

IV. Minority Business Enterprise (MBE)

It is mutually agreed and promised that minority business enterprises as defined in 49CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49CFR, Part 23, apply to this agreement.

V. Drug Free Workplace

It is mutually agreed and promised that the applicant will provide a drug-free workplace in accordance with the Federal Drug-free Workplace Act of 1988. A statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition should be available upon request.

VI. Single Audit

It is mutually agreed and promised that the applicant shall comply with the Single Audit Act of 1984 and, as applicable, OMB Circular A-128, "Audits of State and Local Governments" or A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions." The Applicant shall submit one copy of each required audit report to the Office of Highway Safety within 30 days of the report's issuance, along with a cover memorandum which:

- a) identifies any and all findings and questioned costs that are relevant to this project; and
- b) describes the corrective action which has been taken or is planned as regards such findings and costs, if any.

The audit shall study and evaluate the internal accounting and administrative controls to the extent considered necessary to evaluate the systems as required by generally accepted auditing standards; the standards for financial and compliance audits contained in the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" issued by the U.S. General Accounting Office; the Single Audit Act of 1984; and, as applicable, the provisions of OMB Circular A-128 or A-133. Federal funds received are catalog of Federal Domestic Assistance (CFDA) number 20.600, State and Community Highway Safety Program.

VII. Compliance

A. It is mutually agreed and promised that if the **APPLICANT** fails or refuses to comply with any of the provisions as set forth in this agreement, or in any additional provisions as may be required for the purpose of record keeping by the **STATE**, that the **STATE** or **FEDERAL GOVERNMENT** may take any or all of the following action:

- 1. Cancel, terminate, or suspend in whole, or in part, the agreement, contract, or any other arraignment with respect to which the failure or refusal occurred.
- 2. Require the reimbursement of all **FEDERAL** moneys claimed and received by the **APPLICANT** or any part thereof.
- 3. Refrain from extending any further **FEDERAL** assistance to the applicant agency, until satisfactory assurance has been received from the applicant agency of future compliance.

VIII. When Effective

A. It is mutually agreed between the **STATE** and **APPLICANT** that this **AGREEMENT OF UNDERSTANDING AND COMPLIANCE** shall become effective upon the receiving of the **APPLICANT** of the **STATE'S** notice to proceed.

B. It is understood and agreed that the applicant shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and this agreement is contingent upon applicant complying with such requirements.

Project Director Signature:	Date: (M/d/yyyy)